

Please read these Terms and Conditions carefully before using this Website and registering as a player. If you have any questions relating to this Website or the Terms and Conditions, please check our FAQs, or contact our Player Support team at [support@bingo69.com](mailto:support@bingo69.com). By using this Website, you indicate your acceptance of the Terms and Conditions set out below.

These Terms of Service also incorporate the Privacy Policy which can be found at Privacy Policy, which applies to your use of the Website and the related Services and is incorporated by reference into these Terms of Service, constituting an integral part thereof. You should review the Privacy Policy prior to any use of the Website or the Services. We take our responsibilities in relation to your privacy very seriously and therefore changes to the Privacy Policy are strictly subject to the modification provisions found therein.

Betpoint Group Limited, a company incorporated under the laws of Malta, with company number C52434 and registered offices at Tigne Place, Floor 2/1, Tigne Street, Sliema SLM3173, Malta. (the **Company, our, we, us** or **Brian Bingo**) is the owner and operator of this website and its related mobile application (if applicable) (the **Website**). When you (**user** or **you** or **Player**) access and/or use the Website or the Services (as defined below), these Terms of Service (the **Terms of Service** or **Agreement**) shall apply to any such use.

If these Terms of Service are published in any language other than English, the English language version will prevail.

## 1. Definitions

In these Terms of Service, unless stated otherwise, the words and expressions set out below shall have the following meanings:

Available Funds means the total funds in a Player Account (including all unspent deposits and winnings from wagers made with Your deposits) excluding any funds that are subject to a restriction (including wagering requirements or other promotional play restrictions).

Player means a person who has successfully registered with Us;

Player Account means an account with Us opened by a Player;

Players Funds means the aggregate value of withdrawable funds held to the credit of a Player in their Player Account, including cleared funds deposited with Us, winnings and prizes or other bonus monies due to You;

Dormant Account means any player account which for a period of 12 months or more has not either (a) had funds deposited in it; or (b) had funds withdrawn from it; or (c) had a bet placed from it; or (d) had a bet settled from it.

Intellectual Property means all intellectual property rights, including, but not limited to: copyright, patents, trademarks, design rights, moral rights, domain names, and confidential information and any similar rights (whether registered or unregistered).

Minimum Age means 18 years old

Progressive Jackpots means gambling where part of the stakes laid by players are accumulated over time to form a jackpot, typically more sizable than a non-Progressive Jackpot prize;

Promotion means any offer, incentive, bonus, deposit match, competition or other promotion that We might make available from time-to-time;

Wager means money wagered or otherwise used to participate in or play a game.

Website" means the website operated and controlled by or on behalf of us and located under URL under the 'Bingo69' brand at <https://www.bingo69.com>

## 2. Introduction

1. The Company is responsible for the operation of the Website, the Player Accounts, the Players' placing of wagers on our games and the participation in the Games as well as for the payment of Winnings to the Players within the scope of these Terms of Service
2. By registering through the Website or any application and/or by using the Services and/or by marking the 'I accept these Terms Service' box (or any other similar wording), you expressly agree to be bound by these Terms of Service and the Privacy Policy in their entirety and without reservation.

## 3. Modification of the Terms of Service and the Services

1. We reserve the right to amend, modify, update and change any of the terms of these Terms of Service (including the Privacy Policy) at any time and we will notify you of any such amendment, modification or change by publishing the new version of the Terms of Service on the Website. Any modified version will take effect 14 days after its publication on the Website or earlier if required by any applicable law, regulation or directive. Your continued use of the Services and/or the Website after such period will be deemed to constitute your acceptance of the changes to the Terms of Service. It is your responsibility to ensure that you are aware of the correct and current terms and conditions of the Terms of Service and we advise you to check for updates on a regular basis.
2. We reserve the right to suspend, modify, remove or add to the Services in our sole discretion with immediate effect and without notice to you. We shall not be liable for any loss suffered by you resulting from any such changes made and you shall have no claims against us in such regard.

## 4. Use of the Services and Your Player Account

1. Access or use of the Website and/or the Services may be illegal in certain countries, irrespective of your age. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your

jurisdiction and you confirm to us that your use of the Services is not illegal in the territory from which you access them. We accept no responsibility for Game played and/or wagers placed illegally and you warrant that you are legally entitled to participate in any Game and to place any wager from the jurisdiction in which you reside.

2. In addition, there are certain territories which we block access from. Our list of blocked territories does not necessarily correlate to those jurisdictions where we have taken a view on legality; equally if a territory is not blocked, that does not amount to a representation on our part that participation in that territory is legal. We reserve the right to amend the list of countries from which we will not accept users of the Services from time to time at our sole discretion.
3. You must not access or use the Website and/or the Services (or attempt to do so) if you are based in any of the jurisdictions referenced in paragraphs 4.1 and 4.2 above or any jurisdiction in which it is illegal to do so (**Prohibited Jurisdictions**).
4. You must not access or use the Website and/or the Services (or attempt to do so) unless: (i) you are 18 years old or more; or (ii) if you are based in a jurisdiction in which you must be older than 18 to use any part of the Services, unless you are of the legal age to gamble in such jurisdiction (**Legal Age**).
5. We reserve the right to request proof of age at any stage, to verify that persons under 18 years old are not using the Services. If proof of age is not provided by you or if we suspect that you are under the age of 18, we may terminate your Player Account and/or exclude you from using the Services. We reserve the right to withhold any funds in your Player Account and not pay you any Winnings until your age is verified.
6. We reserve the right to verify your registration details and payment methods used, at any time, by requesting certain documents. We shall be under no obligation to accept such documents as valid and whether we decide to accept such documents shall be at our sole discretion. In the event our requests for documents are not completed by you, we may at our sole discretion terminate your Player Account and withhold any funds that are present therein and withhold any Winnings.
7. We reserve the right to perform background checks on any Player and request any relevant documentation, for any reason, including (but not limited to) any investigation into the identity of the Player, any credit checks performed on the Player, or any enquiries into the Player's personal history. We may decide at our sole discretion to terminate your Player Account, and withhold all funds in such account as well as withhold any Winnings, on the basis that such an investigation provides a negative or uncertain outcome.
8. If we reasonably believe that you are under the Legal Age and/or located in any Prohibited Jurisdiction when using the Website and/or the Services, we shall return to you the money you have deposited in your account as well as withhold any Winnings.

9. You shall access and use the Services only via your own Player Account and you may never access or use the Services by means of another person's account. Should you attempt to use the Services by means of any other person's account, we will be entitled to immediately close all your accounts, retain all monies in such accounts, withhold Winnings and bar you from future use of the Services.
10. You must ensure that the details provided when opening a Player Account are true and accurate and are kept up to date. You can amend your own individual Player Account details through the "My Account" section on the Website.
11. Holding multiple accounts being registered or used by you or by anyone from the same family or living in the same household and/or across multiple devices is strictly prohibited. The Company shall not be responsible in any way for preventing the registration of multiple accounts, but can take action, including retaining all monies in such accounts as well as any related Winnings, against any person opening multiple accounts, including but not limited to situations where accounts are registered from the same household, regardless of the registration details provided at the time of opening such accounts.
12. Your Player Account is solely for your benefit and you shall not use your Player Account or the Services for any professional, business or commercial purpose or on behalf of any other persons. You must ensure that your Player Account details are kept private, including without limitation your Password and Username. Browser functionality that enables you to save your username and password will increase the risk that your account may be accessed by a third party. If you are concerned that a third party is aware of your username and password, please contact our player support immediately.
13. You shall not allow any third party to use your Player Account, Username or Password to access or use the Services and you shall be fully responsible for any activities undertaken on your Player Account by any third party. You hereby agree to indemnify us and hold us harmless against all costs, claims, expenses, and damages in relation to the use or access of your Player Account by any third party. In addition, you will not reveal your account Username or Password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if you suspect that your Player Account is being misused by a third party and/or any third party has access to your Player Account, Username or Password so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation.
14. The placing of wagers or your participation in any Game will not be valid if you have insufficient funds in your account.
15. The Company may, at any time, set-off any positive balances in your account against any amount owed by you to us.
16. The Company will apply an administration fee to all accounts that have been 'inactive' or 'dormant' for a consecutive period of at least 12 months in accordance with the following procedure. An account is deemed to be 'dormant during any

period in which none of the following actions take place: (i) a successful deposit is made; or (ii) a Bet or Wager is placed

1. If your Player Account remains 'inactive' for a continuous period of 12 months then it shall be deemed to be 'dormant' and, if the balance on your Player Account is zero, your Player Account will be closed and no fee shall apply.
  2. If, on being deemed to be dormant, your Player Account has a positive balance, we shall take reasonable steps to notify you using the details you provided during your registration process (or as updated by you).
  3. If your Player Account remains dormant, after a minimum period of 28 days following our first attempt to notify you that your Player Account has become dormant, we shall deduct a monthly administration fee from your Player Account balance €5 (or currency equivalent), or 25% of your Player Account balance at the time that it is deemed to be dormant (whichever is greater).
  4. The administration fee calculated in accordance with the above shall be deducted from your Player Account balance on the expiry of the 28 day notification period mentioned above and every 28 days thereafter at the same rate until the earlier of: (i) your Player Account balance reaching zero when no further administration fee shall be deducted and your Player Account will be closed; or (ii) you 'reactivate' your Player Account upon which no further administration fee shall be deducted
17. We may implement a rounding policy in relation to monies deposited by or cashed-out from your Player Account, and/or any Winnings.
18. Unless otherwise stated, all examples given on the Website are given in EUR. For any transaction (including any deposit, Bet, Wager or payout of Winnings) that requires or involves a currency exchange, the applicable exchange rate will be the mid-rate as quoted by the [www.XE.com](http://www.XE.com).
19. We shall be entitled to suspend or close your Player Account if we reasonably consider or have reason to believe that you are depositing funds without any intention to place a Bet or to participate in any Game. In such circumstances, we may also report this to the relevant authorities.
20. Players may pay money into their Player Account by credit card or other means as P Bingo 69 may approve from time to time. All deposits into your Player Account must be from a payment source on which you are the named account holder. Please note that there shall be no obligation on us to check this. In such cases where we identify that the named account holder differs from that which we hold, we reserve the right to treat any deposits into the Player Account as being invalid (and retain any Winnings arising from use of such deposit).

21. You agree that we shall be entitled to retain any interest which might accrue on funds held in your Player Account.
22. Depending on the payment method selected, deposits can incur charges or processing fees from third parties. Your bank may independently charge you for bank wire transfers and other methods of payment.
23. If a payment by the chosen means of payment is returned, Bingo 69 may refuse to receive further payments by this respective means of payment.
24. If the payment to Bingo 69 of any funds requested to be credited to Player's Player Account is stopped, returned or otherwise not completed for any reason, or if any such payment is subsequently cancelled or discovered to have been the subject of any theft or fraud, Bingo 69 shall be entitled to immediately deduct any amounts credited to that Player Account in respect of the payment, together with any reasonable charges incurred by Bingo 69 with respect to any such payment.
25. Bingo 69 shall be entitled to deduct from Player's Player Account any additional charges reasonably incurred by Bingo 69 as a result of the actions of Player or in carrying out Player's instructions, but not limited to, payment charges.
26. Unless otherwise permitted by us from time to time, no credit will be offered by us, and all Bets and Wagers must be supported by sufficient funds in your Player Account. We reserve the right to void any placing of Bets and/or placing of Wagers on any Game (as applicable) which may have inadvertently been accepted when the Player Account did not have sufficient funds to cover the relevant Bet or Wager. Should funds be credited to your Player Account by us in error, it is your responsibility to inform us without delay. We will recover such funds by Player Account adjustment.
27. Nothing in these Terms of Service shall be construed so as to grant you any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of your Player Account.
28. Any funds you deposit with us will be held in a bank account in the name of the Company (the **Designated Account**). The Designated Account is a separate account which only contains funds deposited by and due to Players, which are to be used for the sole purpose to pay for Players' use of our Services. The funds will be retained by us in the Designated Account until used for that purpose.
29. Bingo 69 shall be entitled in its sole discretion to set and amend from time to time monetary limits on the operation of Player Accounts, including limits on minimum and maximum deposit amounts, and maximum aggregate sums that may be bet or wagered in a particular time period.

## 5. Player Representations and Undertakings

1. When agreeing to these Terms of Service and on an ongoing basis, you hereby represent, warrant, covenant to the Company and agree that:

2. You are ages the Legal Age or older and you are of sound mind and you are capable of assuming responsibility for your own actions.
3. You are aware that you might lose your Stakes as a consequence of the Bets or Wagers placed by you or the Games' you play.
4. You are not physically located at the time of placing your Bet or of wagering on any Game, in any territory that Bingo 69 excludes at the time of registration.
5. You will not do anything to seek to circumvent any technological or other measures Bingo 69 has in place during the registration, bet placement, Game play and/or deposit processes to prevent persons located in excluded territories from registering for a Player Account and/or placing a Bet
6. All details provided by you to us either during the registration process or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your Player Account
7. You have verified and determined that your use of the Services does not violate any laws or regulations of any jurisdiction that apply to you.
8. You will not commit any acts or display any conduct that damages the reputation of the Company
9. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax, duties or levies that may be payable on any Winnings or Stakes
10. You acknowledge and agree that the Company may publish the amounts you have won alongside your Username on the Website and/or through social networks and/or through or on any other media channels
11. You shall use the Services and the Website only in good faith towards both the Company and other Players. In the event that we have reasonable suspicion that you have been using the Services in bad faith, we shall have the right to terminate your Player Account and any other accounts you may hold with us, and we shall be entitled to retain all monies therein and any Winnings. You hereby expressly waive any future claims against the Company in such regard
12. You declare that the source of funds used by you on this Website is not illegal and that you will not use the Services in any way as a money transfer system.
13. You must not use the website for any unlawful purpose or in any way that is illegal in the territory from which you are accessing the Website (for example by using or attempting to use the Website to launder the proceeds of crime);



14. You shall not use any artificial intelligence which includes but is not limited to 'robots' and 'spiders' in relation to your use of the Website and/or the Services. All actions taken in relation to the Service by you must be executed personally by you.

15. You shall not treat the Website as a financial institution nor be entitled to receive any interest on your deposits or funds.

## 6. Placing of Bets and Wagers

1. Before you place a Bet or a Wager we would advise you to read all applicable information available on the Website so that you are fully aware of the risks involved in gambling. For more information please see our Responsible Gaming Policy.
2. We may decline all, or part, of any participation in the Services requested at our sole and absolute discretion.
3. It is your responsibility to ensure details of your Bets or Wagers are correct before placement. Once you have placed a Bet or Wager you may not cancel or change it.
4. We may refuse any Bet or Wager before placement and we may also cancel any Bet or Wager placed at any prior to the applicable event occurring. Provided there is no suspicion necessitating account closure or suspension, the Bet or Wager will be refunded in full to you in the event of such cancellation.
5. Amounts deposited in your account will be allocated to the Services in the order that the applicable Bets or Wagers are placed.
6. A Bet or Wager will only be valid once accepted by our servers. You may check the processing status of the relevant Bet at any time on your Player Account. If you are unsure about whether your Bet or Wager is valid, please check your Player Account or contact our player support immediately.
7. Notwithstanding the above, if your Bet or Wager is using funds deposited via a credit or debit card, such bet or wager will not be valid until we have received payment in full. The Bet or Wager will be automatically void if we have not received the payment prior to the relevant event commencing. In the case of any chargeback, reversal, or an insufficient funds notice from your bank or cancellation, any Winnings related to such payment will be void.
8. Save in respect of our negligence or fraud, should a dispute arise between you and us, you agree that our transaction log database will be determinative.
9. It is your responsibility to check that any Bet or Wager placed by you is correct and you may not cancel any Bet or Wager and all Bets and Wagers are final and non-refundable.

## 7. Winnings



1. You may view the Winnings on you Player Account. Information about Winnings can be provided by us in any currency.
2. Bingo 69 shall automatically credit Winnings to your Player Account provided that the Winning prize won by the Player does not exceed a certain limit, as determined by Bingo 69 in its sole discretion, from time to time. For any Winnings in excess of this limit, Bingo 69 will contact the Player to arrange payment of the applicable Winning to the Player. Bingo 69 reserves the right to pay out Winnings (at its sole option) in (i) Euros or (ii) any other currency that is used to advertise the relevant prize on the Website.
3. The transfer of any Winnings by us to you shall not entitle you to any claim over any such Winnings which you are legally or contractually not entitled to. We may at any time reclaim Winnings transferred to you to the extent that you had no right to such Winnings in accordance with these Terms of Service.
4. In the event that any Winnings incur taxes, duties or levies, these are borne by you. You are responsible for reporting your Winnings and losses to the tax and/or other authorities in your jurisdiction. In the event that we are required to pay any taxes, duties or levies (including withholdings) directly to a regulatory authority you agree that we are entitled to deduct these amounts from any Winnings payable to you or your Player Account balance, or claim these amounts from you.
5. As a result of the above hedging techniques, whilst we will make every effort to payout as per these Terms of Service
6. You agree that, in the event that the Services fail to operate correctly, for any reason, we will not be responsible for any loss, including loss of Winnings, that may result and if any such errors result in an increase in Winnings owed or paid to you, you shall not be entitled to the Winnings falling within such increase. You shall immediately inform us of such error and shall repay any Winnings to us which have been credited to your Player Account or which may have been paid to you; alternatively, we may, at our discretion, deduct an amount equal to those Winnings from your Player Account or set off such amount against any money owed to you by us.
8. Withdrawals
  1. All withdrawals are subject to Bingo 69's prior approval, all in accordance with the guidelines set out below and Bingo 69's KYC, fraud, payments and other relevant policies in effect from time to time.
  2. Bingo 69 shall endeavour to process pending withdrawals within 72 hours from the Player's withdrawal request being submitted.

3. The Players are entitled to either use their Winnings to pay for future Bets and/or Wagers or request that the Company pays the Winnings into their chosen payment source, which may serve as the Player's bank account or any other payment instrument permitted under Section 8.5 hereunder or as may be acceptable by the Company from time to time.
4. For security reasons, any withdrawal request, including without limitation in case of any withdrawal of large scale prize amount, Players may be asked to provide additional information and documents to Bingo 69 in order for Bingo 69 to be able to ensure all necessary safeguards are being properly maintained in connection with each withdrawal, all in accordance with this Section 8 and our internal security procedures. Without derogating from the generality of the foregoing and subject to the below Section 8.5, the Company shall transfer Winnings or funds, or procure the transfer of such by a third party, to the Player's bank account or any other payment source nominated by a Player and which is acceptable by the Company, only after receiving from you of any and all information and documents required by us in order to effect or procure the payment of Winnings to Player (including such documents and data as may be required by any third party with which Bingo 69 hedges its risk in respect of Bets) and in order to fully verify of your request. We reserve the right to credit your Winnings only after having received all such verifying documents and information required by us, which may include but is not limited to our receipt from you of a copy of the front and back side of a valid identification document or other means of verification matching the name, date of birth and residential address registered with Bingo 69 at the time of the request for the payout, a service bill or bank statement, in case of credit/debit card transactions – a scan of the card front and back, a signed confirmation form including a written instruction from Player setting out the details of the account the funds are to be transferred to, and all subject to our receipt and acceptance of the foregoing documents, at our discretion and subject to our full satisfaction.
5. Where possible, all withdrawals will be processed to the payment account from which the deposits were originally made. Withdrawal payments can only be made in the name of and to the registered Player Account holder.
6. For most payment types, withdrawals can be processed via the “My Account” section on the Website, subject to there being sufficient funds in your Player Account. Further, withdrawals may be subject to minimum and maximum limits per transaction and such limits may be changed by us from time to time and may also vary depending on the payment method used. We shall endeavour to notify you of any such minimum and maximum limits (and any changes thereto) through your Player Account.
7. If the value of a deposit is not played through in full before a withdrawal is requested, we reserve the right to make a charge to your account to cover all reasonable costs relating to both the deposit and withdrawal. If necessary, the value of the withdrawal requested may be reduced accordingly.

## 9. Intellectual Property

1. Subject to the terms and conditions contained herein, we grant you a non-exclusive, personal, revocable, non-assignable, non-sub-licensable, non-transferable right to use the Website and/or the applicable application in order to access and use the Services in accordance with these Terms of Service.
2. We, our corporate affiliates and our licensors are the sole holders of all the rights in the Website and which includes but is not limited to the code, its structure and organization which are protected by intellectual property rights. You shall not:
  1. Copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; or
  2. Sell, assign, sublicense, transfer, distribute or lease such code (Collectively the **Forbidden Activities**).
3. You agree that you shall be solely liable for any damage, costs or expenses arising out of or in connection with any Forbidden Activities. You shall notify us immediately upon becoming aware of any person engaging in any Forbidden Activities and you shall provide us with all reasonable assistance with any investigations it may conduct in light of the information provided by you in this respect.
4. The domain name of the Website as well as all brand names, trademarks, service marks and/or trade names appearing on the Website (collectively the **Marks**) are the property of the Company, its affiliates and/or its licensors (as applicable) and these entities reserve all rights to such Marks. In addition, the Company, its affiliates and/or its licensors (as applicable) own the rights in all other content, including but not limited to the images, pictures, graphics, photographs, animations, videos, music and audio used or accessed through the Website (the **Content**) and the Content is protected by copyright and/or other intellectual property rights. You hereby acknowledge that by using the Services you obtain no rights in or to the Marks or the Content.

## 10. Fraud

1. You agree that you will not make or attempt to make any charge-backs, and/or deny or reverse any payment that you have made and you hereby agree that you will reimburse us for any charge-backs, denial or reversal of payments you make and any loss suffered by us as a consequence thereof.
2. We reserve the right to seek criminal and contractual sanctions against you if you are involved in fraud, dishonest or criminal acts when using this Website and/or the Services and will make such reports as necessary to the applicable authorities. You shall indemnify and shall be liable to pay us, on demand, all costs, charges or losses sustained or incurred by us and our affiliates (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.

3. In addition, in the event that any fraudulent activity has taken place in relation to any wager or if we have reasonable suspicion that you are engaging in any type of fraud, dishonesty or criminal actions, we reserve the right to withhold payment to you, recover any Winnings as well as block or terminate your Player Account.
4. Each Player must immediately inform Bingo 69: (i) if his credit card becomes lost or stolen, or it or the account related to it has been misused or compromised in any way; (ii) if he has given away, shared or lost his pin code (or it has otherwise been compromised) for the means of payment held by the Player and linked to his Player Account or his login credentials; or (iii) if he suspects there has been any fraudulent, unauthorised or illicit use of his Player Account, and shall take such steps as may be necessary in order to overcome any such fraud, unauthorised or illicit use, such as by changing the login credentials on the Player Account.
5. Under no circumstances shall we be liable for any unauthorized use of credit cards, irrespective of whether or not the credit cards were reported stolen.
6. Furthermore, we reserve the right not to accept, process and/or honour wager where it would be forbidden, unlawful or illegal under applicable law or regulation to do so.

## **11. Closing Accounts**

1. We may temporarily suspend or permanently close your Player account at any time without providing any reason. If we close your Player account we will refund you your entire account balance (other than where stated otherwise in these Terms and Conditions).
2. You can close your Player account and request payment of outstanding funds at any time by contacting our Player Support team at [support@bingo69.com](mailto:support@bingo69.com) with the username or registered email details of your Player account. Such closure will occur within seven 24 hours after our receipt of your request and we will confirm the closure of your Player account by email. You remain responsible for any activity on your Player account between your request and the closure of your Player account by us.
3. You may request to re-open a closed Player account by contacting our Player Support team at [support@bingo69.com](mailto:support@bingo69.com) with the details of the Player account you wish to re-open. We will review all requests to re-open a closed Player account within 24 hours. Player accounts closed as part of our self-exclusion or responsible gaming policy cannot be re-opened for any reason until the self-exclusion period has expired.

## **12. Our Obligations**

1. We have no obligation to check whether users are using the Services in accordance with the Terms of Service, as updated from time to time.

2. We may, at our sole discretion, decide to take appropriate action against any person we suspect of engaging in any unlawful behaviour or otherwise violating these Terms of Service, but are under no obligation to do so.
3. We have no obligation to maintain account names or passwords and if you misplace, forget or lose your Username or Password, we shall not be liable in this regard in any way.
4. We shall handle all personal information provided by you strictly in accordance with the Privacy Policy.

## 13. No Warranty and Disclaimers

1. THE BETS AND WAGERS ARE PLACED AT YOUR OWN RISK AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY IN RELATION TO THE CHANCES OF WINNING.
2. THE SERVICES AND THE WEBSITE ARE PROVIDED 'AS IS' AND WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICES OR THE SOFTWARE OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS.
3. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE WEBSITE'S OR MOBILE APPLICATIONS' SOFTWARE LIES WITH YOU.
4. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR BUGS.
5. WE DO NOT REPRESENT THE FUNCTIONALITY, ACCURACY AND/OR RELIABILITY OF THE MATERIALS ON THE WEBSITE OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.
6. A MALFUNCTION VOIDS ALL PAYS. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO BETS AND WAGERS, SETTLING WINNINGS OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR BONUSES OR ANYTHING ANALAGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT OR SOFTWARE, WE SHALL IN NO WAY BE LIABLE TO YOU AND WE SHALL VOID ALL BETS, WAGERS AND/OR WINNINGS IN QUESTION (WHENEVER SUCH SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES ARE DISCOVERED) IN REALTION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS EXCEPT THAT WE ARE NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.

## 14. Disputes and Governing Law

1. In the event that you possess a dispute or complaint with regards to any payment to us or by us or in connection with these Terms of Service, the Website or the Services, you must first submit details of such dispute to us via member support located at [support@bingo69.com](mailto:support@bingo69.com) and we will use commercially reasonable efforts to respond as quickly as possible. Both you and the Company hereby agree to cooperate in good faith with each other to amicably resolve the relevant dispute.

## 15. Limitations of Liability

1. You agree that the use by you of the Website and/or the Services is at your own risk.
2. We shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third party's, use of the Website or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).
3. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services or any part thereof.
4. Nothing in the Terms of Service will operate so as to exclude any liability of the Company for death or personal injury that is caused by our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

## 16. Breach of these Terms of Service

1. Without prejudice to any other rights which we may have, if we reasonably believe that you have breached or you may have breached in whole or in part any provision contained in the Terms of Service, we reserve the right to take such action as we deem fit, including terminating the Terms of Service or any other agreement that we may have in place with you, immediately blocking your access to your Player Account and the Service, terminating your Player Account with the Website and retaining all monies held in any Player Account which you may have with as well as any Winnings and/or taking legal action against you, and you shall have no claims in such regard.
2. You hereby agree to fully indemnify, defend and hold the Company and its affiliates and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

1. Any breach of the Terms of Service by you.
2. Violation by you of any law or the rights of any third party; or

3. Use by you of the Services or use by any other person accessing the Services using your Username, whether or not with your authorization.

## 17. Term and Termination

1. These Terms of Service shall come into force immediately upon your completion of the registration process with us and shall continue in force unless and until terminated in accordance with its terms.
2. We may terminate your Player Account immediately without notice to you:
  1. These Terms of Service shall come into force immediately upon your completion of the registration process with us and shall continue in force unless and until terminated in accordance with its terms.
  2. If your use of the Services has been in any way improper or breaches the spirit of these Terms of Service; or
  3. If your Player Account is associated in any way with any existing Player Account that has been terminated for breach of the Terms of Service; or
  4. For any other reasonable grounds we see fit.
3. Save for as otherwise provided herein, on termination of the Terms of Service any balance in your Player Account will be returned to you within a reasonable time of your request, as well as any Winnings, subject always to our right to deduct any amounts owed by you to us. Any negative balance on your account will fall immediately due and payable to us, and your account will not be closed until the relevant amount owed to us is paid in full.
4. On termination of the Terms of Service (or its suspension) you shall discontinue the use of the Website and the Services, pay all amounts due to us and destroy all related documentation in your possession. Further, we will void all Bets and Wagers which were yet to take place and, only where possible to cancel the orders associated with such outstanding Bets and Wagers, we will also return the respective Stakes amounts to you.
5. Upon the termination of the Terms of Service for any reason, except as otherwise provided herein and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Terms of Service.

## 18. Severability

1. If any of the terms of the Terms of Service are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.



## 19. Waiver

1. No failure or delay by us in exercising any right under these Terms of Service shall operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.

## 20. Third Party Rights

1. Unless expressly stated, nothing in the Terms of Service shall create or confer any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you and us.

## 21. Force Majeure

1. We shall not be in default or liable to you in any way for any failure, interruption or delay in performance of any or all our obligations under these Terms of Service, to the extent arising out of circumstances beyond our reasonable control (including war, rebellion, acts of terrorism, riots, strikes, lockouts and industrial disputes, fire, explosion, earthquake, act of God, flood, wind, drought, the act or order of any governmental, provincial, local or European Union authority or other regulatory body).

## 22. No Agency

1. Nothing in the Terms of Service shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and the Company.

## 23. Entire Agreement

1. The Terms of Service represents the entire agreement between us in relation to the subject matter of the Terms of Use and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## 24. Assignment

1. We reserve the right to transfer, assign, sublicense or pledge the Terms of Service, in whole or in part, without your consent to any entity, including any entity within the same corporate group as the Company.
2. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the Terms of Service.
3. Subject to applicable laws and regulation, we may outsource any or all of the Services it provides under the Terms of Service to third parties.

## 25. Surviving Provisions

1. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of the Terms of Service in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.